

**Exhibit 1-H**

**Compliance Services**



## Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C13673 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400011341 (C74-V7) dated 10, January 2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware Limited Liability Company, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's  
Legal Name: PRICEWATERHOUSECOOPERS LLP

Total Number of Pages: 7

Contractor's  
Address: LOS ANGELES, CA

Project Name: COMPLIANCE STRATEGY SUPPORT

Job Location: PG&E Specified Location(s)

**WORK:** Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work.

CWA covers the following PwC Services, which will be performed collaboratively with PG&E. Working collaboratively on the Services described herein is intended to encompass participation by PG&E stakeholders in workshops and meetings to provide perspectives, analyze information, make decisions, and direct the PwC project team. PwC will facilitate the workshops and share perspectives and feedback based on PwC's understanding of current industry practices and regulatory expectations. PwC will develop the Deliverables based on PG&E direction.

**ATTACHMENTS:** Each of the following documents are attached to this CWA and are incorporated herein by this reference:  
Attachment 1: Scope of Work, [Pages 3-7]

**CWA TERM:** This CWA is effective upon signature by both parties and expires on 31, January 2020. Time is of the essence

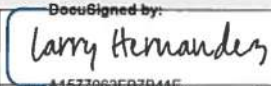
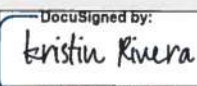
**CWA COMPLETION:** Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of 31, January 2020.

**CONSIDERATION:** As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

**TOTAL:** Not to Exceed \$1,945,000.00 USD

Labor: \$1,925,000.00USD  
Expenses: \$20,000.00USD

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature	 A1577063F07B41E	Signature	 53840AA8451A48A...
Name	Larry Hernandez	Name	Kristin Rivera
Title	Sourcing Manager	Title	Partner
Date	2/12/2019	Date	2/12/2019

62-4229 CWA (9/26/18)

Sourcing



ADMINISTRATION			
<b>PG&amp;E Negotiator</b>	Sydni Self	<b>Contractor Represent</b>	Kristin Rivera
<b>Phone</b>	415-973-9011	<b>Phone</b>	415-498-6566
<b>Email</b>	Sydni.Self@pge.com	<b>Email</b>	kristin.d.rivera@pwc.com
<b>Accounting Reference</b>			
<b>PG&amp;E Work Supervisor:</b>	Cliff Gleicher	<b>Phone:</b>	415-973-2095
<b>INVOICE INSTRUCTIONS:</b> As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	<b>Send ORIGINAL Invoice to:</b>	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	<b>Send COPY of Invoice to:</b>		

INTERNAL PG&E USE ONLY		
<b>Distribution Date</b>		
<b>Distribution of Copies:</b>	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law





## Statement of Work Compliance Strategy Support

This Statement of Work ("**SOW**") outlines the services (the "**Services**") between Pacific Gas and Electric Company ("**PG&E**" or "**Client**") and PricewaterhouseCoopers LLP ("**PwC**" or "**Consultant**") to perform the Services described below. This Contract Work Authorization ("**CWA**") shall be governed by the Master Services Agreement 4400011341 between PwC and PG&E. Notwithstanding the termination or expiration of the MSA during the Services described in this SOW, this CWA shall remain in full force and effect in accordance with its terms, including the terms and conditions of the MSA which are incorporated herein by reference.

### Overview

This CWA covers the following PwC Services, which will be performed collaboratively with PG&E. Working collaboratively on the Services described herein is intended to encompass participation by PG&E stakeholders in workshops and meetings to provide perspectives, analyze information, make decisions, and direct the PwC project team. PwC will facilitate the workshops and share perspectives and feedback based on its understanding of current industry practices and regulatory expectations. PwC will develop the Deliverables based on PG&E direction.

1. Assist PG&E by performing Compliance & Ethics (C&E) Maturity Model current state assessments for program elements of PG&E-identified sub-Lines of Business ("**sub-LOB**") and perform Shared Compliance Maturity Model current state assessments for program elements in PG&E-identified Compliance areas. Four to eight (8) program elements constitutes a full assessment ("**Full Assessment**"), but PG&E may request that PwC only assess three or fewer specific program elements ("**Partial Assessment**").  
Consultant shall work collaboratively with PG&E to assist PG&E with its C&E Maturity Models and Shared Compliance Maturity Model current state assessments. PwC's assessment activities will include:
  - Conducting interviews with PG&E Sub-LOBs' stakeholders to gain an understanding of the maturity of the current state compliance program elements, requesting and analyzing supporting documentation
  - Analyzing documentation provided to assess the Sub-LOBs' current state C&E program elements based on PwC's understanding of the PG&E-provided assessment criteria
  - Conducting follow-up interviews, as requested, to obtain clarification on the documentation provided
  - Documenting the draft results of each Full Assessment or Partial Assessment
  - Providing the draft results from the Full Assessment or Partial Assessment to PG&E stakeholders for their review,
  - Revising the draft results based on PG&E stakeholder feedback
2. Provide advice to the PG&E Compliance and Ethics ("C&E") Department as it performs activities related to its 2019 compliance and ethics road map. PwC will also support updating the maturity model user guide, design compliance metrics, and assist with supporting materials that aid the Shared Compliance programs for PG&E's review, feedback and approval.

### Deliverables, Milestones and Acceptance

Deliverables and/or supporting documentation will be prepared in draft in conjunction with PG&E's C&E Department, will be presented in a non-PwC branded format, and will be treated solely as PG&E's own property. PG&E will review such Deliverables, revise them as deemed appropriate, and approve them prior to PG&E's use. Any scope changes to Deliverables will be discussed and prioritized with the designated PG&E Work Supervisor lead as needed.



The Deliverables will at a minimum include:

- Draft results from the Full Assessments or Partial Assessments of the Compliance Maturity Model for the specific sub-LOBs identified by PG&E
- Draft Partial Assessments of the Shared Compliance Maturity Model for specific Compliance areas identified by PG&E
- Draft Updated Maturity Model User Guide
- Draft Compliance Metrics

Deliverables also includes any oral advice that PwC provides. By "advise" or "provide advice," PwC means that it will share its industry experience, subject-matter knowledge and/or knowledge of current industry practices for PG&E's consideration in addressing PG&E's objectives and/or PwC will provide subject-matter advice in response to queries from PG&E management or based upon observations of PG&E's efforts.

As stated previously, the Deliverables may also include materials such as are necessary for workshops and support against the 2019 road map.

#### **Anticipated Timeframe, Project Schedule**

The engagement will have an estimated end date of January 31, 2020. An extension of the expiration date may be authorized in writing in the form of a CWA Change Order executed by both parties.

Actual weekly staff loading may fluctuate to meet PG&E's needs. A PG&E supervisor will coordinate with Consultant to determine increases or decreases in actual staff loading on a monthly basis or as needed throughout the Services. Consultant shall take standard holidays and may occasionally take time-off (i.e., vacation) at times mutually agreed. Consultant shall manage time off to reduce impact to the performance of the Services.

#### **Key Assumptions**

- For the purpose of the Services, Full Assessments and/or Partial Assessments will be at sub-LOB level, (e.g., Land & Environmental Management and Law are both considered to be Sub-LOBs under the General Counsel LOB, and will be assessed separately) or Shared Compliance Area level.
- For billing purposes, the concurrent assessment of 4 or more program elements of a Sub-LOB or Shared Compliance Area will be considered a Full Assessment. The concurrent assessment of 3 or fewer program elements of a Sub-LOB or Shared Compliance Area will be considered a Partial Assessment.
- The fixed fees negotiated in this CWA are based on the assumption that the number of Sub-LOB or Shared Compliance Area meetings will be four meetings. These are assumed to include an initial kick off meeting, two or fewer follow up meetings, and a debrief session with the Sub-LOBs or Shared Compliance Area. These meetings are expected to take up to 5 hours in total.
- The draft assessment findings will be shared with C&E who will review and provide feedback within 3 business days.
- This project will be conducted with PG&E's active participation. PwC will work closely with the designated PG&E Work Supervisor lead and expects to transition the PwC activities to designated internal PG&E resources through the anticipated period of performance of this CWA. The timeline and level of effort for conducting interviews and preparing Deliverables is based on the cooperation and availability of PG&E Sub-LOBs stakeholders and C&E.
- The number of draft versions of each Deliverable will be limited to two (2).
- Any scope changes to Deliverables will be discussed and prioritized with the designated PG&E Work Supervisor lead as necessary.





- In the event that PG&E proposes a Scope Change, PwC and PG&E, in good faith, will discuss and document the recommended changes at their earliest opportunity. If such Scope Change is agreed to by PwC, the Parties will generate and execute a mutually agreed-to CWA Change Order in compliance with PG&E Sourcing policies, forms, and processes. A CWA Change Order will outline the specific Scope Changes, including cost and scheduling impacts due to the Scope Change.

### Team/Resource Description

The key PwC team members and roles are described below:

- Kristin Rivera, Partner, will provide PwC project oversight and guidance, facilitate the availability of appropriate PwC resources, and provide strategic project advice and perspectives to PG&E on potential enhancement opportunities.
- Meera Banerjee will be the key PwC point person for the compliance strategy and design assistance described in this CWA.
- Sumana Lahiry will be the PwC team member supporting the daily execution of the scope of Services and assessments described in this CWA.

PwC will provide additional team members and compliance subject matter specialists ("**SMs**"), as needed, to perform the activities and provide the Deliverables described herein, or as requested, to address the criteria for the Deliverables, as specified by PG&E.

### PG&E Role and Responsibilities

During the term of the Services, PwC will work in collaboration with and at the direction of the designated PG&E Work Supervisor. The PwC Team will meet with the designated PG&E Work Supervisor as appropriate to discuss project status and open issues arising from the Services, PwC's progress reports and/or reports identified as Deliverables for the Services, PwC's resource utilization and staffing mix, and any requests for scope changes. PG&E shall also provide executive sponsor input and oversight as requested by the PG&E Work Supervisor with input from the PwC Team.

### Professional Fees and Expenses

- The total fixed fees and expenses for the Services covered by this CWA shall not exceed \$1,945,000 without prior written authorization in the form of a CWA Change Order signed by both parties. While Consultant does not anticipate any expenses, reimbursable expenses shall conform to the MSA requirements and not exceed ten (10) percent of the total fee amount. The fixed fees will be based on the table below:

Activity	Fees (in US\$)
Draft Full Assessments of sub-LOB Compliance Maturity Model or Shared Compliance Maturity Model	\$ 63,500 per Full Assessment
Draft Partial Assessment of sub-LOB Compliance Maturity Model or Shared Compliance Maturity Model	\$18,500 per program element included in Partial Assessment
Draft User Guide, Draft Compliance Metrics, and other supporting materials	\$145,000

### PG&E and Consultant Work Supervisor Name, Number, and Email Address



PG&E Work Supervisor:  
Cliff Gleicher  
415-973-2095  
[CJGF@pge.com](mailto:CJGF@pge.com)

Consultant Work Supervisor:  
Kristin Rivera  
415-498-6566  
[kristin.d.rivera@pwc.com](mailto:kristin.d.rivera@pwc.com)

### **Work Location(s)**

The Services will be conducted primarily from PG&E's Corporate Headquarters in San Francisco, CA.

### **Other Items**

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services we provide, non-CPA owners may be involved in providing services to you now or in the future.

At the onset of the Services, PwC will prepare a project schedule and work/tasks breakdown. This schedule will include PwC project management activities, Deliverables, and key interdependencies. The schedule and Deliverables will be subject to the specification and approval of the PG&E Work Supervisor.

PG&E shall indemnify and hold PwC harmless from and against any and all third party claims, losses, liabilities and damages arising from or relating to the Services or Deliverables under this CWA, except to the extent finally determined to have resulted from PwC's gross negligence or intentional misconduct relating to such Services and/or Deliverables.

If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to meet with PG&E's monitor and/or a regulator with respect to services PwC performed for PG&E ("Monitor/Regulatory Meetings"), PwC's role will be limited to providing fact-based responses regarding the Services PwC performed as described in our Deliverable(s). Should the monitor and/or regulator have any questions regarding the Services, PwC will provide factual clarifications as needed. PG&E will respond to other questions from the regulator and/or the monitor as required. PG&E will allow PwC to review the content of PG&E-prepared materials to be used during the Monitor/ Regulatory Meetings that relate to the PwC Services in advance of the Monitor/ Regulatory Meetings. As per PwC protocol, PwC will have two PwC partners attend meetings with a monitor and/or regulator when PwC's attendance is requested.

PG&E will be solely responsible for any and all communications required with PG&E's regulators and/or independent monitor(s) relating to these Services and Deliverables. PwC is not being engaged to interact or meet with third parties, including but not limited to PG&E's regulators and/or independent monitor(s).

If PwC is requested or authorized by PG&E or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or personnel for testimony or interview with respect to services PwC performed for PG&E, PG&E will reimburse PwC for PwC's and its counsels' expenses and professional time incurred in responding to such a request.

While PwC may be asked to comment on matters that relate to, or derive from, laws or regulations, our advice and analysis will be based on our experience with industry practice and procedures in complying with such laws and regulations. Such advice or analysis will not constitute legal advice or opinion. PwC is not providing legal advice or legal opinions in this engagement, including determining whether PG&E's policies and programs result in PG&E being "in compliance with" applicable laws, rules and regulations, which is a legal conclusion. PG&E should obtain such advice or opinions from its attorneys.



Contractor resources will consist of a mix of full-time and part-time resources, supported by SMSs as needed, to perform the activities described in this CWA.